Form: ZZ\_QUOTE\_ESA\_CSI

# ELECTRIC SERVICE AGREEMENT ("AGREEMENT")

**Quotation no.**

**Customer no.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Customer name ("Customer") Mailing address** | | | | |  | | |
|  | | | | | **Location of service or work (if different from mailing address)** | | |
| **City or Town** | | | | **Postal Code** |  | | |
| **Customer Representative** | | | | **Phone No.** | **Manitoba Hydro Contact Name** | | |
| **Instructions to Customer** | Please review this agreement thoroughly and if you accept:   1. sign and date the agreement below, in the presence of a witness who must also sign; and 2. return one signed original with required payment   before the Deadline | | | | **Manitoba Hydro Contact Phone No.** | | |
| **Return signed Agreement and payment to** | | |
| **Price Quote Valid until: ("Deadline")** | | **yyyy mm dd** | **Requested inservice date ("Inservice Date")**  **Date may be changed in consultation with Customer** | | **yyyy mm dd** | **To meet the Inservice Date, Agreement must be signed and returned by** | **yyyy mm dd** |
| **Protection of Privacy** | This personal information is being collected under the authority of Program Activity and *The Manitoba Hydro Act* . The purpose is to provide electric service to a new or existing customer and document customer contribution, allowances and refunds. Other uses and disclosures may be to the SAP System to complete the work order process, Lotus Notes Refundables database to process refunds, external collection agencies for recovering delinquent accounts, external auditors as part of a sample audit, and Manitoba Hydro officials on a "need to know" basis. It is protected by the Protection of Privacy provisions of *The Freedom of Information and Protection of Privacy Act.* If you have any questions about the collection, contact Jeremy Didych, Customer Service & Marketing at Manitoba Hydro, Brandon Office, 235 10th Street, Brandon, MB, R7A 7J8 or telephone 1 888 624-9376. | | | | | | |

**MANITOBA HYDRO AND THE CUSTOMER AGREE AS FOLLOWS:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Power & Energy: Supply, Rates, and General Terms (if applicable)** | 1. Manitoba Hydro shall make available to the Customer up to, but not more than, **N/A** kilovolt-amperes of electric power and energy to be used for the operation of a: **N/A** at **N/A**. 2. The Customer shall pay for such power and energy in accordance with Manitoba Hydro's applicable electric service tariff and/or rates, for a minimum term of three years from the requested Inservice Date, and thereafter from month to month. 3. If, during the term of this Agreement, Manitoba Hydro makes any revision to its electric service tariff and/or rates, the new tariff and/or rates shall apply from and after the effective date of such revision. 4. If after three years from the requested Inservice Date, the Customer requests Manitoba Hydro to discontinue service and subsequently within five years of such discontinuance, the Customer requests service at the same location again, the Customer shall pay Manitoba Hydro an amount equal to the total minimum bills from the date of discontinuance plus the full cost of restoring service. 5. The "Standard Terms and Conditions for Electric Service Agreement" on the reverse hereof shall be applicable to this Agreement, and the Customer shall observe and be bound by the *Electric Power Terms and Conditions of Supply Regulation*, Man. Reg. 186/1990, on the reverse hereof, and as amended from time to time, and the laws, rules, regulations, bylaws and standards governing the construction, installation, maintenance, repair, extension, alteration and use of electric wiring and related facilities using or intended to use power supplied by Manitoba Hydro. | | | | | | | |
| **Motors** | Motor Start Restrictions: | Yes (See attached letter) | No | |  |  |  |  |
| **Guaranteed Minimum Billing (if applicable)** | The Customer guarantees to pay a minimum annual billing total of $ N/A ("Guaranteed Minimum") for the first three years following the Inservice Date. Should the total monthly billing in any year during the said three year period be less than the Guaranteed Minimum, an additional bill shall be issued to the Customer at the end of such year ("13th bill"). The 13th bill shall be equal to the Guaranteed Minimum less the actual annual billing total. | | | | | | | |
| **Customer Request** | **Description of Work** |  | **Cost of Customer Request** | |  | | | |
| $ | | | |
| **Allowance** | **Basis of allowance, if applicable**  Zone 2 Residential allowance |  | **Applicable Allowance and/or Discount**  **Subtotal** | | $ | | | |
| $ | | | |
| **GST** | **GST based on Cost of Customer Request less Applicable Allowance Manitoba Hydro GST Registration No. : R122063779** | | | | $ | | | |
|  | **Manitoba Hydro will schedule the work after receipt of payment** |  | **Required Payment** | | $ | | | |
| **Refund** | **Conditions which must be met within 10 years to qualify for partial refund are:**  Additional customer shares extension Principal / Seasonal Residency established Additional load qualifies for 3 Phase rebate Additional load qualifies for padmount rebate Permanency established  Additional revenue | | | **Maximum refundable (excluding GST)** | $ | | | |
| **Customer: If your service qualifies as permanent or your load increases to meet the qualifications, please call Manitoba Hydro to arrange a review.** | | | | |
| **Initial review date** | **yyyy mm dd** | | | |
| **Customer's Authorization** | The undersigned requests and authorizes Manitoba Hydro to do the work, certifies that customers contributing to the required payment are all identified below and signatories hereto, and accepts the terms and conditions on the reverse hereof.    **Customer's signature Date**  **Customer name (and title, if applicable) (please print)**    **Witness Date**  **Witness print name** | | |  | | | | |
| Agreement prepared and approved by | | yyyy | mm | dd |
|  | | | | |

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# STANDARD TERMS AND CONDITIONS FOR ELECTRIC SERVICE AGREEMENT

## Customer's Responsibilities:

* 1. It is the Customer's responsibility, without charge to Manitoba Hydro:
     1. to prepare the line route, including grading and clearance of brush and obstacles;
     2. to provide all facilities required to enable Manitoba Hydro to connect its electrical distribution system at the point of delivery;
     3. to provide any landscaping;
     4. to provide space and right-of-way for Manitoba Hydro's facilities; and

NOTE: Easements are usually required to establish a right-of-way or an allocation of space. In rural areas, or areas serviced by diesel, or if the work involves outdoor

lighting, the customer may have to acquire easements from other property owners.

* + 1. to abide by the requirements of the Manitoba Electrical Code and the current design requirements of Manitoba Hydro.
  1. If the Customer fails to connect a new service extension within sixty days after being notified that service is available, the Customer must:
     1. pay a minimum basic charge as if connected until minimum term of service is completed; and
     2. if service remains unconnected following completion of minimum term, either retain the service extension by continuing minimum payment or declare the extension available for salvage.

## Revision of Agreement:

Manitoba Hydro reserves the right to revise the Agreement if the Customer:

* 1. changes the specifications or details upon which the Agreement is based;

NOTE: If additional design costs are incurred by Manitoba Hydro because of a change requested by a Customer subsequent to presentation of the Agreement, Manitoba Hydro may require that all estimated additional design costs be paid. Such a payment

is NOT eligible for allowance or refund.

## Revision of Agreement (Continued):

* 1. causes the work to be rescheduled to a period in which different cost schedules apply, through failure to complete the Customer's Responsibilities (see Condition 1.a), or by request.

NOTE: New cost schedules are effective January 1 of every year; and during the period December 1 through March 31, higher prices may apply.

## Refunds:

* 1. The Customer who executes this Agreement shall:
     1. identify all persons who contribute and the portion each is contributing to the payment required;
     2. indemnify and save harmless Manitoba Hydro from and against any and all claims to any refund made or withheld in accordance with this quotation.
  2. Where the Customer who executes this Agreement directs Manitoba Hydro in writing to pay any refund to

another (others), any refund will be paid in accordance with that direction.

* 1. Where there is more than one Customer contributing to the payment required, each Customer shall be paid a refund which is in proportion to his or her original contribution.

# GENERAL NOTES

1. In some cases, Manitoba Hydro must await official

action by public authorities before doing the work. For example:

* 1. authorization of street lighting by municipal council;
  2. designation of subdivision for underground residential distribution by municipal council;
  3. review of certain street lighting proposals with regard to traffic and safety by Department of Highways; and/or
  4. inspection and approval of the Customer's electric service facilities (prior to connection) by electrical inspector.

1. The Customer's payment is a customer contribution

toward Manitoba Hydro's costs. Manitoba Hydro retains ownership of the facilities.

***Electric Power Terms and Conditions of Supply Regulation* Man. Reg. 186/1990 (pursuant to *THE MANITOBA HYDRO ACT*, C.C.S.M. c4190)**

## Definition

1. In this regulation, "power" means electric power and electric energy.

## Terms and conditions of supply

1. Power is supplied by Manitoba Hydro to users upon and subject to the terms and conditions set out in this regulation.

## Grant of right-of-way and passage

1. The user will grant to, or obtain for, Manitoba Hydro a free and uninterrupted right-of-way and passage in, over, under, and upon the land upon which the user's premises are situated, for the purposes of constructing, installing, maintaining, using, and removing the wires, facilities, and equipment required to supply power to the user, or to any other user supplied by Manitoba Hydro.

## Point of delivery

1. The point of delivery for power is a point which Manitoba Hydro shall designate.

## Connecting wires, etc.

1. The user will provide all wires, facilities and equipment required to connect the user's premises to Manitoba Hydro's electrical distribution system at the point of delivery, and shall maintain those wires, facilities, and equipment in a condition that Manitoba Hydro regards as safe and efficient.

## Measurement of Power

1. All power supplied by Manitoba Hydro (other than that supplied on a flat rate basis), shall be measured at or near the point of delivery by means of a suitable meter or meters supplied by Manitoba Hydro, which shall be of commercial accuracy, and approved, tested, and sealed by the Department of Consumer and Corporate Affairs, (Canada).

## Meter space and risk of damage

1. The user shall provide and maintain without charge, convenient, accessible, and safe space at or near the point of delivery for Manitoba Hydro's meters, wires, facilities, and equipment, which shall be in the care and at the risk of the user, and if lost, destroyed, or damaged, (other than by ordinary wear and tear), the user shall pay Manitoba Hydro on demand an amount equal to the value thereof, or the cost of repairing and replacing them as determined by Manitoba Hydro.

## Right of access by Manitoba Hydro

1. Authorized employees of Manitoba Hydro shall at all reasonable times have free and uninterrupted access to the user's premises for the purpose of reading Manitoba Hydro's meters.

## User not to permit removal of equipment

1. The user will not permit anyone who is not an authorized employee of Manitoba Hydro to remove, handle or tamper with Manitoba Hydro's meters, wires, facilities, and equipment.

## Characteristics of power

1. The user shall operate his electrical equipment in a manner that will not cause Manitoba Hydro's power supply to vary in voltage, frequency, and wave form in excess of that which can be considered commercially tolerable.

## Operation of electrical equipment

1. The voltage, frequency, phasing, and other characteristics of power shall be determined by Manitoba Hydro, the determination of which is final and binding on the user.

## Limit of liability

1. Manitoba Hydro shall use reasonable diligence in providing the user with a regular and uninterrupted supply of power; but Manitoba Hydro is not liable for any loss, costs, damages, or expenses directly or indirectly resulting from any fluctuation, interruption, reduction, or failure in the supply of power.

## Notice to Manitoba Hydro of certain changes

1. The user shall notify, or cause to be notified, Manitoba Hydro in writing within ten days of any alterations in the user's wiringor water heater, or other use of power provided by Manitoba Hydro that should result in a change in the applicable rate.

## Restriction on use of power

1. The user will not permit power supplied by Manitoba Hydro to the user to be used by, or for the benefit of, any other person, firm, or corporation, either directly or indirectly, without the prior written approval of Manitoba Hydro; any such use or benefit, if approved is subject to any special terms and conditions that may be imposed by Manitoba Hydro.

## Payment for power

15(1) The user shall pay Manitoba Hydro for power supplied at the rates, and a period of time, not less than the minimum term, as established by Manitoba Hydro from time to time for the class or classes or service supplied to the user.

## Where no meter reading

15(2) If a meter fails to register, or fails to register correctly, or if for any reason whatsoever meter readings are unobtainable, the amount of power supplied by Manitoba Hydro to the user may be estimated by Manitoba Hydro from the best information available.

## Right to estimated consumption

15(3) If Manitoba Hydro reads a user's meter less frequently than once per billing period, Manitoba Hydro may submit an account based on an estimate of the amount of power supplied to that user in a billing period.

## Account for estimate consumption

15(4) An account based on an estimate of the amount of power supplied to the user in a billing period will have the same force and effect as an account based upon an actual meter reading.

## Due date of account

16(1) Accounts for power submitted by Manitoba Hydro to a user are due and payable on the date indicated thereon.

## Service charges

16(2) All overdue and unpaid accounts are subject to a service charge.

## Remedy for default by user

1. Where a user is in default in payment of any account for power submitted by Manitoba Hydro (including any tax which may be levied on it), or if a user ignores or fails to observe any or all ofthese terms and conditions, Manitoba Hydro may, at its option, discontinue the supply of power to the user and remove its meters, wires, facilities, and equipment from the user's premises; and Manitoba Hydro is not liable for loss or damage resulting from any such discontinuance or removal.

## Effect of violation by user

1. Violation of any of these terms and conditions by the user does not relieve the user of his obligation to pay for the balance, if any, of the minimum term applicable to the class of service that was provided by Manitoba Hydro.

## Repeal

1. Manitoba Hydro Regulation H190-R1 is repealed.

# Signature under the Customer's Authorization indicates that the Customer accepts all of the terms and conditions herein and that the Customer has requested that this Agreement be drawn up in the English language